

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 22-CV-61734-RS

THE NORTH FACE APPAREL CORP., *et al.*,

Plaintiffs,

v.

THENORTHFACEALE.COM, *et al.*,

Defendants.

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FINAL DEFECTIVE JUDGMENT AND PERMANENT INJUNCTION

This matter is before the Court on the Court's Order Granting Motion for Final Default Judgment [DE 19]. Upon consideration, and in accordance with Federal Rule of Civil Procedure 58(a), it is hereby,

ORDERED that Final Default Judgment is hereby entered in favor of Plaintiffs, The North Face Apparel Corp., TBL Licensing LLC, Vans, Inc., Jansport Apparel Corp., Altra LLC, and Icebreaker Apparel, LLC (collectively "Plaintiffs") and against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" (collectively "Defendants") as follows:

1. Permanent Injunctive Relief. Defendants and their officers, directors, agents, representatives, servants, employees, subsidiaries, attorneys, and all persons acting in concert or participation with Defendants are hereby permanently restrained and enjoined from:
 - a. manufacturing or causing to be manufactured, importing, advertising or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing and/or using Plaintiffs' trademarks, or any confusingly

similar trademarks identified in Paragraphs 22-23, 29, 35, 41, 47, and 53 of the Complaint and Schedules “B” through “G” attached thereto (the “Plaintiffs’ Marks”);

- b. using the Plaintiffs’ Marks in connection with the sale of any unauthorized goods;
- c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;
- d. falsely representing themselves as being connected with Plaintiffs, through sponsorship or association;
- e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiffs;
- f. using any reproduction, counterfeit, copy, or colorable imitation of the Plaintiffs’ Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;
- g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants as being those of Plaintiffs or in any way endorsed by Plaintiffs and from offering such goods in commerce;
- h. otherwise unfairly competing with Plaintiffs;

- i. using the Plaintiffs' Marks or any confusingly similar trademarks, within domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to websites registered by, owned, or operated by Defendants; and
- j. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

2. Additional Equitable Relief:

- a. In order to give practical effect to the Permanent Injunction, the domain names identified on Schedule "A" (the "Subject Domain Names"), are hereby ordered to be immediately transferred by Defendants, their assignees and/or successors in interest or title, and the Registrars to Plaintiffs' control. To the extent the current Registrars do not facilitate the transfer of the Subject Domain Names to Plaintiffs' control within five (5) days of receipt of this Judgment, upon Plaintiffs' request, the top level domain (TLD) Registry for each of the Subject Domain Names, or their administrators, including backend registry operators or administrators, shall, within thirty (30) days, (i) change the Registrar of Record for the Subject Domain Names to a Registrar of Plaintiffs' choosing, and that Registrar shall transfer the Subject Domain Names to Plaintiffs, or (ii)

place the Subject Domain Names on Registry Hold status for the life of the current registration, thus removing them from the TLD zone files maintained by the Registries which link the Subject Domain Names to the IP addresses where the associated websites are hosted;

- b. Plaintiffs may serve this injunction on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses identified on Schedule “B” hereto, which are used by Defendants in connection with Defendants’ promotion, offering for sale, and/or sale of goods using counterfeits and/or infringements of the Plaintiffs’ Marks;
- c. Plaintiffs may serve this injunction on any Internet search engines with a request that they permanently disable, deindex or delist any specific URLs identified by Plaintiffs, based upon Defendants’ unlawful activities being conducted via the Subject Domain Names as a whole and via the URLs identified by Plaintiffs;
- d. Defendants, their agent(s) or assign(s), shall assign in writing all rights, title, and interest, to their Subject Domain Name(s) to Plaintiffs and, if within five (5) days of receipt of this Order Defendants fail to make such an assignment, the Court shall order the act to be done by another person appointed by the Court at Defendants’ expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a); and
- e. Defendants, their agent(s) or assign(s), shall instruct in writing all search engines to permanently delist or deindex the Subject Domain Name(s) and, if within five (5) days of receipt of this Order Defendants fail to make such

a written instruction, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a).

3. Statutory damages in favor of Plaintiffs pursuant to 15 U.S.C. § 1117(c). Plaintiffs are awarded damages of \$1,000,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least two trademarks on one type of good. The Court considered both the willfulness of each Defendant's conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 15 U.S.C. § 1117(c).
4. Statutory damages in favor of Plaintiffs pursuant to 15 U.S.C. § 1117(d).

a. Plaintiffs are awarded damages of \$120,000.00 against Defendant 1 - northfaceboutiqueparis.com, for its domain names, thenorthfacebrasov.com, thenorthfacecl.com, thenorthface-colombia.com, thenorthfacecostarica.com, thenorthfacedubai.com, thenorthface-gr.com, thenorthfacelisboa.com, thenorthfaceoutletistanbul.com, thenorthface-peru.com, thenorthfacesklepWarszawa.com, thenorthfacethai.com, and thenorthfacevietnamstore.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;

b. Plaintiffs are awarded damages of \$60,000.00 against Defendant 2 - northfacechile.net, for its domain names, thenorthfacejacketsinpakistan.com, thenorthfacenewyork.com, thenorthfacenzsale.com, thenorthface-outlet.com, thenorthfaceph.com, and

thenorthfacesverige.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;

- c. Plaintiffs are awarded damages of \$20,000.00 against Defendant 3 - northfacejacketsindiaonline.com, for its domain names, thenorthface-brasil.com, and thenorthfaceuk.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- d. Plaintiffs are awarded damages of \$420,000.00 against Defendant 4 - botastimberlandchile.com, for its domain names, botastimberlandchile.com, botastimberlandhomem.com, lojastimberlandlisboa.com, magasintimberlandsuisse.com, noitimberlandbakancs.com, outlettimberlandportugal.com, tiendatimberlandmadrid.com, timberlandargentinatiendaonline.com, timberlandbernshop.com, timberlandbootsschuh.com, timberlandbotal.com, timberlandbot-turkiye.com, timberland-bruxelles.com, timberlandceket.com, timberlandcipok.com, timberlandcopenhagen.com, timberlanddame.com, timberlanddamensale.com, timberlandencolombia.com, timberlandespana-outlet.com, timberlandgeneve.com, timberland-giyim.com, timberlandinargentina.com, timberlandirelandoutlet.com, timberland-kengat.com, timberlandmadridtiendas.com, timberlandmexico.com, timberland-mexico.com, timberlandportugalsaldos.com, timberlandpromexico.com, timberland-sandaalit.com, timberlandschuhe.com, timberland-sk.com, timberlandsse.com,

timberlandsstiefel.com, timberland-tenisice.com, timberlandvypredaj.com,
timberlandwarszawa.com, timberlandxaustralia.com,
timberlandxfrance.com, timberlandxgreece.com, and
timberlandxsuomi.com for which let execution issue;

- e. Plaintiffs are awarded damages of \$170,000.00 against Defendant 5 -
boottimberlandhrvatska.com, for its domain names,
boottimberlandhrvatska.com, outlettimberlandat.com,
scarpetimberlandscontate.com, timberland-au.com,
timberlandbootsusasale.com, timberlandbotysleva.com,
timberlandcanadastores.com, timberlandfactorystores.com,
timberlandinmalaysia.com, timberland-norway.com, timberland-
philippines.com, timberlandphilippinesprice.com,
timberlandportugalojas.com, timberlandsalesingapore.com,
timberlandshoegreece.com, timberlandshoesphilippines.com, and
timberlandza.com, pursuant to 15.U.S.C. § 1117(d), for which let execution
issue;
- f. Plaintiffs are awarded damages of \$10,000.00 against Defendant 8 -
timberland-be.com, for its domain name, timberland-be.com, pursuant to
15.U.S.C. § 1117(d), for which let execution issue;
- g. Plaintiffs are awarded damages of \$30,000.00 against Defendant 9 -
timberlandindirim.com, for its domain names, timberlandindirim.com,
timberlandoutletlondon.com, and timberlanducuztr.com, pursuant to
15.U.S.C. § 1117(d), for which let execution issue;

- h. Plaintiffs are awarded damages of \$20,000.00 against Defendant 12 - vansau-sale.com, for its domain names, vansau-sale.com, and vansshop-hu.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- i. Plaintiffs are awarded damages of \$10,000.00 against Defendant 13 - vansencolombia.com, for its domain name, vansencolombia.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- j. Plaintiffs are awarded damages of \$10,000.00 against Defendant 14 - vansonlinestore.com, for its domain name, vansonlinestore.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- k. Plaintiffs are awarded damages of \$40,000.00 against Defendant 15 - vansoutletturkish.com, for its domain names, vansoutletturkish.com, vanssaleusa.com, vansshoesnewyork.com, and vansstoregreece.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- l. Plaintiffs are awarded damages of \$20,000.00 against Defendant 16 - boutiqueeastpak.net, for its domain names, boutiqueeastpak.net, and saceastpak.com pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- m. Plaintiffs are awarded damages of \$10,000.00 against Defendant 17 - altrabelgium.com, for its domain name, altrabelgium.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- n. Plaintiffs are awarded damages of \$100,000.00 against Defendant 18 - altrafactoryoutlets.com, for its domain names, altrafactoryoutlets.com, altralonepeaksg.com, altra-malaysia.com, altraphilippines.com,

altrarunningmalaysia.com, altrarunningnzsale.com, altrarunningsg.com, altraschuhe.de, altraschuhezurich.com, and altrashoescanadaonline.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;

- o. Plaintiffs are awarded damages of \$10,000.00 against Defendant 19 - altraforhandlerdanmark.com, for its domain name, altraforhandlerdanmark.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- p. Plaintiffs are awarded damages of \$10,000.00 against Defendant 20 - altrarunningsoldes.com, for its domain name, altrarunningsoldes.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- q. Plaintiffs are awarded damages of \$10,000.00 against Defendant 21 - altraschoenen.com, for its domain name, altraschoenen.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue;
- r. Plaintiffs are awarded damages of \$10,000.00 against Defendant 23 - altraschoenennederland.com, for its domain name, altraschoenennederland.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue; and
- s. Plaintiffs are awarded damages of \$20,000.00 against Defendant 24 - newicebreaker.com, for its domain names, newicebreaker.com, and storeicebreaker.com, pursuant to 15.U.S.C. § 1117(d), for which let execution issue.

5. Interest from the date of this judgment shall accrue at the legal rate. *See* 28 U.S.C. § 1961.

6. The Court retains jurisdiction to enforce this Judgment and permanent injunction for one (1) year after the entry of this Judgment.
7. Plaintiffs are ordered to serve a copy of this Order upon Defendants by (a) providing the address to Plaintiffs' designated serving notice website to Defendants via the e-mail accounts provided by each Defendant as part of the data related to its website, including customer service e-mail addresses and onsite contact forms, or via the registrar of record for each of the domain names; and (b) publicly by posting a true and accurate copy of the foregoing on the Internet Plaintiffs' designated serving notice website appearing at <http://servingnotice.com/V3P0kS/index.html>.
8. The case is **CLOSED** and any pending motions not otherwise addressed are **DENIED as moot**.

DONE and ORDERED in Fort Lauderdale, Florida, this 21st day of April, 2023.



RODNEY SMITH
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

SCHEDULE "A"
DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAME

Defendant Number	Defendant / Subject Domain Name
1	northfaceboutiqueparis.com
1	northfacehrvatska.com
1	northfaceitaliaoutlet.com
1	northfacesespana-outlet.com
1	northfaces-it.com
1	northfacetakkiale.com
1	northfaceaustralia.com
1	thenorthfacebrasov.com
1	thenorthfacecl.com
1	thenorthface-colombia.com
1	thenorthfacecostarica.com
1	thenorthfacedubai.com
1	thenorthface-gr.com
1	thenorthfacelisboa.com
1	thenorthfaceoutletistanbul.com
1	thenorthface-peru.com
1	thenorthfacesklepwarszawa.com
1	thenorthfacethai.com
1	thenorthfacevietnamstore.com
2	northfacechile.net
2	thenorthfacejacketsinpakistan.com
2	thenorthfacenewyork.com
2	thenorthfacenzsale.com
2	thenorthface-outlet.com
2	thenorthfaceph.com
2	thenorthfacesverige.com
2	northfaceindlastore.com
3	northfacejacketsindiaonline.com
3	thenorthface-brasil.com
3	thenorthfaceuk.com
4	botastimberlandchile.com
4	botastimberlandhomem.com
4	lojastimberlandlisboa.com
4	magasintimberlandsuisse.com
4	noitimberlandbakancs.com
4	outlettimberlandportugal.com
4	tiendatimberlandmadrid.com
4	timberlandargentinatiendaonline.com
4	timberlandbernshop.com
4	timberlandbootsschuh.com

4	timberlandbotal.com
4	timberlandbot-turkiye.com
4	timberland-bruxelles.com
4	timberlandceket.com
4	timberlandcipok.com
4	timberlandcopenhagen.com
4	timberlanddame.com
4	timberlanddamensale.com
4	timberlandencolombia.com
4	timberlandespana-outlet.com
4	timberlandgeneve.com
4	timberland-giyim.com
4	timberlandinargentina.com
4	timberlandirelandoutlet.com
4	timberland-kengat.com
4	timberlandmadridtiendas.com
4	timberlandmexico.com
4	timberland-mexico.com
4	timberlandportugalsaldos.com
4	timberlandpromexico.com
4	timberland-sandaalit.com
4	timberlandschuhe.com
4	timberland-sk.com
4	timberlandsse.com
4	timberlandsstiefel.com
4	timberland-tenisice.com
4	timberlandvypredaj.com
4	timberlandwarszawa.com
4	timberlandxaustralia.com
4	timberlandxfrance.com
4	timberlandxgreece.com
4	timberlandxsuomi.com
5	boottimberlandhrvatska.com
5	outlettimberlandat.com
5	scarpetimberlandscontate.com
5	timberland-au.com
5	timberlandbootsusasale.com
5	timberlandbotysleva.com
5	timberlandcanadastores.com
5	timberlandfactorystores.com
5	timberlandinmalaysia.com
5	timberland-norway.com
5	timberland-philippines.com
5	timberlandphilippinesprice.com
5	timberlandportugalojas.com

5	timberlandsalesingapore.com
5	timberlandshoegreece.com
5	timberlandshoesphilippines.com
5	timberlandza.com
8	timberland-be.com
9	timberlandindirim.com
9	timberlandoutletlondon.com
9	timberlandducuztr.com
11	oldskoolclassicuk.com
12	vansau-sale.com
12	vansshop-hu.com
13	vansencolombia.com
14	vansonlinestore.com
15	vansoutletturkish.com
15	vanssaleusa.com
15	vansshoesnewyork.com
15	vansstoregreece.com
16	boutiqueeastpak.net
16	saceastpak.com
17	altrabelgium.com
18	altrafactoryoutlets.com
18	altralonepeaksg.com
18	altra-malaysia.com
18	altraphilippines.com
18	altrarunningmalaysia.com
18	altrarunningnzsale.com
18	altrarunningsg.com
18	altraschuhe.de
18	altraschuhezurich.com
18	altrashoescanadaonline.com
19	altraforhandlerdanmark.com
20	altrarunningsoldes.com
21	altraschoenen.com
23	altraschoenennederland.com
24	newicebreaker.com
24	storeicebreaker.com

SCHEDULE “B”

**E-MAIL ADDRESS USED IN CONNECTION WITH THE SALE OF
COUNTERFEIT GOODS BEARING THE PLAINTIFFS’ MARKS**

Servicestore770@Hotmail.Com
